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No. 42

93284563

Supplemental Indenture

Dated April 1, 1993

DEPT-01 RECORDING 141.00
186666 TRAM 1056 04/16/93 15:02:00
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COOK COUNTY RECORDER

COMMONWEALTH EDISON COMPANY

TO

CONTINENTAL BANK, NATIONAL ASSOCIATION

AND

M. J. KRUGER

Recorded in Cook County, Ill.
on Dec. 18, 1923 as Doc. No.
8223555 in Book 19672 Page 268

Trustees under Mortgage Dated July 2, 1923 and Certain
Indentures Supplemental Thereto

Providing for Issuance of

FIRST MORTGAGE 6-1/2% BONDS, SERIES 90
DUE APRIL 15, 2000
AND
FIRST MORTGAGE 8% BONDS, SERIES 91
DUE APRIL 15, 2023

THIS INSTRUMENT PREPARED BY R. P. MIGELY..... P.O. BOX 787,
CHICAGO, IL 60690, ON BEHALF OF COMMONWEALTH EDISON COMPANY

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THIS SUPPLEMENTAL INDENTURE, dated April 1, 1993, between

COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Company"), party of the first part, and CONTINENTAL BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, and M. J. KRUGER, of Chicago, Illinois, as Trustee and Co-Trustee, respectively, under the Mortgage of the Company dated July 1, 1923, as amended and supplemented by Supplemental Indentures dated, respectively, August 1, 1944, August 1, 1946, April 1, 1955, April 1, 1966, November 1, 1966, December 1, 1966, March 31, 1967, April 1, 1967, February 1, 1968, July 1, 1968, October 1, 1968, February 28, 1969, May 29, 1970, January 1, 1971, June 1, 1971, July 27, 1971, May 31, 1972, June 1, 1973, June 15, 1973, October 15, 1973, May 31, 1974, July 1, 1974, March 1, 1975, June 13, 1975, November 15, 1975, May 28, 1976, January 15, 1977, June 1, 1977, June 3, 1977, December 1, 1977, May 17, 1978, August 31, 1978, October 15, 1978, June 18, 1979, June 20, 1980, April 16, 1981, April 30, 1982, April 15, 1983, April 13, 1984, March 1, 1985, April 15, 1985, February 13, 1986, April 15, 1986, May 1, 1986, August 15, 1986, January 12, 1987, October 15, 1987, February 15, 1988, March 1, 1988, May 1, 1988, June 30, 1989, February 15, 1990, June 15, 1990, June 1, 1991, October 1, 1991, October 15, 1991, February 1, 1992, May 15, 1992, July 15, 1992, September 15, 1992, October 1, 1992, February 1, 1993 and March 1, 1993, parties of the second part (said Trustee being hereinafter called the "Trustee", the Trustee and said Co-Trustee being hereinafter together called the "Trustees", and said Mortgage dated July 1, 1923, as amended and supplemented by said Supplemental Indenture dated August 1, 1944 and subsequent supplemental indentures, being hereinafter called the "Mortgage"),

WITNESSETH:

WHEREAS, the Mortgage provides for the issuance from time to time thereunder, in series, of bonds of the Company for the purposes and subject to the limitations therein specified; and

WHEREAS, the Company desires, by this Supplemental Indenture, to create additional series of bonds to be issuable under the Mortgage, such bonds to be designated "First Mortgage 6-1/2% Bonds, Series 90" (hereinafter called the "bonds of Series 90") and "First Mortgage 8% Bonds, Series 91" (hereinafter called the "bonds of Series 91") and the terms and provisions to be contained in the bonds of Series 90 and the bonds of Series 91 or to be otherwise applicable thereto to be as set forth in this Supplemental Indenture; and

WHEREAS, the bonds of Series 90 and the Trustee's certificate to be endorsed thereon and the bonds of Series 91 and the Trustee's certificate to be endorsed thereon shall be substantially in the form of the General Form of Registered Bond Without Coupons and the form of the General Form of Trustee's Certificate set forth in Section 3.05 of the Supplemental

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SECTION 3. Execution of Bonds of Series 90 and Bonds of Series 91. The bonds of Series 90 and bonds of Series 91 shall be executed on behalf of the Company by its President or one of its Vice Presidents, manually or by facsimile signature, and shall have its corporate seal affixed thereto or a facsimile of such seal imprinted thereon, attested by its Secretary or one of its Assistant Secretaries, manually or by facsimile signature, all as may be provided by resolution of the Board of Directors of the Company. In case any officer or officers whose signature or signatures, manual or facsimile, shall appear upon any bond of Series 90 or any bond of Series 91 shall cease to be such officer or officers before such bond shall have been actually authenticated and delivered, such bond nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose signature or signatures, manual or facsimile, appear thereon had not ceased to be such officer or officers of the Company.

SECTION 4. Medium and Places of Payment of Principal of and Interest on Bonds of Series 90 and Bonds of Series 91; Transferability and Exchangeability. Both the principal of and interest on the bonds of Series 90 and bonds of Series 91 shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and both such principal and interest shall be payable at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the registered owner, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York, and such bonds shall be transferable and exchangeable, in the manner provided in Sections 3.09 and 3.10 of the Mortgage, at said office or agency. No charge shall be made by the Company to the registered owner of any bond of Series 90 or any bond of Series 91 for the transfer of such bond or for the exchange thereof for bonds of other authorized denominations, except, in the case of transfer, a charge sufficient to reimburse the Company for any stamp or other tax or governmental charge required to be paid by the Company or the Trustee.

SECTION 5. Denominations and Numbering of Bonds of Series 90 and Bonds of Series 91. The bonds of Series 90 and bonds of Series 91 shall be issued in the denomination of \$1,000 and in such multiples of \$1,000 as shall from time to time hereafter be determined and authorized by the Board of Directors of the Company or by any officer or officers of the Company authorized to make such determination, the authorization of the denomination of any bond of Series 90 or any bond of Series 91 to be conclusively evidenced by the execution thereof on behalf of the Company. Bonds of Series 90 shall be numbered R-1 and consecutively upwards, and bonds of Series 91 shall be numbered R-1 and consecutively upwards.

SECTION 6. Temporary Bonds of Series 90 and Bonds of Series 91. Until definitive bonds of Series 90 or bonds of Series 91 are ready for delivery, there may be authenticated and issued in lieu of any thereof and subject to all of the provisions, limitations and conditions set forth in Section 3.11 of the Mortgage, temporary registered bonds without coupons of bonds of Series 90 or bonds of Series 91.

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of Representations from the Company and the Trustees to DTC relating to the bonds of Series 90 and bonds of Series 91 (the "Representation Letter"). In the event of any conflict between the terms of the Representation Letter and the Mortgage, the terms of the Mortgage shall control. DTC may exercise the rights of a bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to bonds of Series 90 or bonds of Series 91 registered in the name of DTC or its nominee, the Company and the Trustees shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds such bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in such bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Company and the Trustees shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, its nominee or any Depository Participant with respect to any ownership interest in the bonds of Series 90 or bonds of Series 91, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a bond of Series 90 or a bond of Series 91, of any notice with respect to the bonds of Series 90 or bonds of Series 91, including, in the case of bonds of Series 91, any notice of redemption, (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a bond of Series 90 or a bond of Series 91, of any amount with respect to principal of, or interest on, the bonds of Series 90 or bonds of Series 91, or (d) any consent given by DTC as registered owner. So long as certificates for the bonds are not issued as hereinafter provided, the Company and the Trustees may treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of such bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on such bonds, (ii) giving notice of matters (including, with respect to the bonds of Series 91, redemption) with respect to such bonds and (iii) registering transfers with respect to such bonds. While a bond is in the DTC System, no person other than DTC or its nominee shall receive a certificate with respect to such bond.

In the event that (a) the Trustees determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the Company determines that the beneficial owners of the bonds of Series 90, the bonds of Series 91 or both should be able to obtain certificated bonds, the bonds so affected shall no longer be restricted to being registered in the name of DTC or its nominee. At that time, the Company may determine that the bonds so affected shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Company, or such depository's agent or designee, and if the Company does not select such an alternative securities depository system then the bonds so affected may be registered in whatever name or names registered owners of bonds so affected transferring or exchanging such bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of the Mortgage to the contrary, so long as any bond of Series 90 or any bond of Series 91 is registered in the name of DTC or its

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nominee, all payments with respect to principal of and interest on such bond and all notices with respect to such bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 9. Miscellaneous. The terms and conditions of this Supplemental Indenture shall be deemed to be a part of the terms and conditions of the Mortgage for any and all purposes. The Mortgage, as supplemented by said indentures supplemental thereto dated subsequent to August 1, 1944 and referred to in the first paragraph of this Supplemental Indenture, and as further supplemented by this Supplemental Indenture, is in all respects hereby ratified and confirmed.

This Supplemental Indenture shall bind and, subject to the provisions of Article XIV of the Mortgage, inure to the benefit of the respective successors and assigns of the parties hereto.

Although this Supplemental Indenture is dated April 1, 1993, it shall be effective only from and after the actual time of its execution and delivery by the Company and the Trustees on the date indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Commonwealth Edison Company has caused this Supplemental Indenture to be executed in its name by one of its Vice Presidents, and its seal to be hereunto affixed and attested by its Secretary, and Continental Bank, National Association, as Trustee under the Mortgage, has caused this Supplemental Indenture to be executed in its name by one of its Vice Presidents, and its seal to be hereunto affixed and attested by one of its Trust Officers, and M. J. Kruger, as Co-Trustee under the Mortgage, has hereunto affixed his signature and seal, all as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

By

J. C. Bukovski
J. C. Bukovski
Vice President

(SEAL)
ATTEST:

David A. Scholz
David A. Scholz
Secretary

CONTINENTAL BANK, NATIONAL
ASSOCIATION

By

Alice K. Greenhouse
Alice K. Greenhouse
Vice President

(SEAL)
ATTEST:

Melissa A. Rosal
Melissa A. Rosal
Trust Officer

M. J. Kruger
M. J. KRUGER

(SEAL)

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